BILL NO. S-80-12-35

SPECIAL ORDINANCE NO. S-09-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 329-80 between the City of Fort Wayne, Indiana, and Scheidleman Excavating, Inc., Contractor for installation of sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Scheidleman Excavating, Inc., Contractor for:

construction of an eight and ten inch sanitary sewer in the Leesburg Road area which will connect to sewer resolution 328-80 Phase I,

under Board of Public Works Sewer Improvement Resolution No. 329-80, at a total cost of $330,295.45, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Haw, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~the~~ _____ the _____ day of _____, 19____, at _____ o'clock ___ M.,E.S.T.

DATE: 12-23-80

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Sir Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 8 | | | 1 | |
| BURNS | X | | | | |
| EISBART | X | | | | |
| GiaQUINTA | X | | | | |
| NUCKOLS | | | | X | |
| SCHMIDT, D. | X | | | | |
| SCHMIDT, V. | X | | | | |
| SCHOMBURG | X | | | | |
| STIER | X | | | | |
| TALARICO | X | | | | |

DATE: 1-13-81

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ No. S-09-81 on the 13th day of January, 19 81.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

James S Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:00 o'clock A M.,E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 19 81, at the hour of 11 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-35

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 329-80 between ~~between~~ the City of Fort Wayne, Indiana, and Scheidleman Excavating, Inc., Contractor for installation of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE ~~DO~~ PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

70-78-3(9)
CF/1 12/9/80

CONTRACT NO. 329-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between SCHEIDLEMAN EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

MAIN

Beginning at a proposed manhole structure which is a part of Phase I located 20± LF north of the intersection of Westgate Drive and West State Boulevard; thence westerly 1900± LF to a proposed manhole located 5± LF south of and 15± LF east of the intersection of West State Boulevard and Leesburg Road; thence northwesterly within the Right-of-Way of said Leesburg Road 3190± LF terminating at a proposed cleanout located 250± LF north of and 300± LF west of the intersection of Leesburg Road and Leesmoor Lane.

LATERAL #10

Beginning at a proposed manhole located 25± LF south of and 50± LF west of the intersection of Leesburg Road and Leesmoor Lane; thence southwesterly 135± LF to a proposed manhole located 50± LF south of and 60± LF west of the intersection of Leesburg Road and Leesmoor Lane; thence southerly along and parallel to the west Right-of-Way of said Leesmoor Lane 1735± LF terminating at a proposed manhole located 5± LF south of and 10± LF east of the southeast corner of Lot No. 17 of Feichter's Leesburg Trail Addition.

Said Sewer shall be 8" and 10" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11053, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $330,295.45. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

RECEIVED
BOARD OF PUBLIC WORKS
CITY OF FT. WAYNE, IND.
DEC 12 1980
SEC'Y

| | | |
|---|---|---|
| 10" Sewer Pipe | Seventeen dollars and 85/100 | 17.85 |
| 8" Sewer Pipe | Sixteen dollars and 22/100 | 16.22 |

| | | |
|---|---|---|
| STD M-H Type I-J | One thousand two hundred seven dollars and 50/100 | 1,207.50 |
| STD M-H Type VI-J | One thousand eight hundred forty-four dollars and 85/100 | 1,844.85 |
| STD Cleanout | Ninety-two dollars and 40/100 | 92.40 |
| 6" "T" or "WYE" Tapping Unit | Fifty-seven dollars and 20/100 | 57.20 |
| 6" Building Sewer Pipe | Nine dollars and 68/100 | 9.68 |
| Special Backfill | Seven dollars and 21/100 | 7.21 |
| #53 or #73 Special Backfill | Nine dollars and 65/100 | 9.65 |
| 6" Stone Surface (Driveways) | Two dollars and 78/100 | 2.78 |
| 4" Asphaltic Surface (Driveways) | Ten dollars and 27/100 | 10.27 |
| 6" Concrete (Driveways) | Twenty-three dollars and 63/100 | 23.63 |
| 10" Deep Strength Asphalt (Street) | Twenty dollars and 48/100 | 20.48 |
| 6" Asphalt (Streets) | Eleven dollars and 16/100 | 11.16 |
| 2" Asphaltic Surface (Streets) | Three dollars and 43/100 | 3.43 |
| Double Chip & Seal (Streets) | One dollar and 62/100 | 1.62 |
| Seeding & 1" Mulch | No dollars and 53/100 | 0.53 |
| 8"-15" Culvert Pipe (Incl. Headwalls) | Eleven dollars and 55/100 | 11.55 |
| 18"-24" Culvert Pipe (Incl. Headwalls) | Sixteen dollars and 80/100 | 16.80 |
| Fence Removal & Replacement | Six dollars and 30/100 | 6.30 |
| STD City of Fort Wayne Tap Permit | Forty-two dollars and 26/100 | 42.26 |
| Dewatering | No dollars and 50/100 | 0.50 |
| 8"-12" Field Tile Replacement | Seven dollars and 03/100 | 7.03 |
| Base Stabilization | Nine dollars and 36/100 | 9.36 |

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

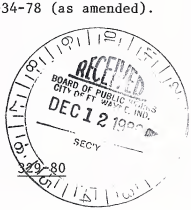
ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 329-80
B. Instructions to Bidders for Contract No. 329-80
C. Contractor's Proposal Dated October 21, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11053
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.



O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addendum No. 1, 2 and 3.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

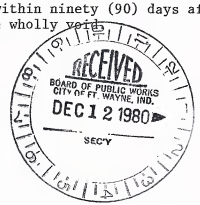
Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____, President

BY: _____ Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Contract No. 329-80

Public Official, Bid, Contract
and License or Permit Bonds

NUMBER _____

# AUTO-OWNERS INSURANCE COMPANY

## LANSING, MICHIGAN

## SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we, SCHEIDLEMAN EXCAVATING, INC., as Principal, and the AUTO-OWNERS INSURANCE COMPANY, a corporation organized under the laws of the State of Michigan, and having its principal office in Lansing, Michigan, as Surety, are held and firmly bound unto

CITY OF FORT WAYNE, FORT WAYNE, INDIANA

in the penal sum of ($ 330,295.45 )

THREE HUNDRED THIRTY THOUSAND, TWO HUNDRED NINETY-FIVE AND ------ 45/100 Dollars, lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

SIGNED, SEALED, and DATED this 16th day of DECEMBER, 1980.

WHEREAS the aforesaid Principal has

(If a bond insert "submitted its bind for, etc.")

ENTERED INTO WRITTEN CONTRACT WITH AFORESAID OBLIGEE DATED DEC. 11, 1980 FOR

(If a Contract Bond insert "entered into written contract with aforesaid Obligee dated, etc.")

INSTALLATION OF SEWER LINES - PROJECT C-180-599-07/RESOLUTION 329-1980

(If a Public Official Bond insert "been elected or appointed (name) for the terms beginning (date) and ending (date)")

(If a License or Permit Bond insert "been granted a license or permit as (name business) by the said Obligee for the period of one year from (date)")

(If a Probate Bond insert "been appointed [Executor, Administrator, Guardian, Conservator] of the estate of [name of deceased, minor or incompetent]")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall

(If a Bid Bond insert "be awarded the contract upon said bid and undertake said contract")

COMPLY WITH THE TERMS AND CONDITIONS OF THE AFORESAID CONTRACT

(If a Contract Bond insert "comply with the terms and conditions of the aforesaid contract")

(If a Public Official Bond insert "faithfully perform the duties of said office")

(If a License or Permit Bond insert "comply with the laws of the aforesaid Obligee governing said License or Permit")

then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED: FIRST: — That the liability of the Surety shall in no event exceed the penalty of this Bond.

SECOND: — If this is a Bid Bond, any proceedings at law or in equity brought against said Surety to recover any claim hereunder, must be instituted within six (6) months from the date of this instrument.

NO FURTHER CONDITIONS

(If no further conditions insert "no further conditions")

SCHEIDLEMAN EXCAVATING, INC.

JOHN D. SCHEIDLEMAN Principal PRESIDENT

AUTO-OWNERS INSURANCE COMPANY

By _____

Attorney-in-Fact

FRED B. HUNTEN, A.R. DEPUE AGENCY, INC.
40 N. ROESSLER ST., MONROE, MICHIGAN

2948 (6-77)

DATE AND ATTACH TO ORIGINAL BOND

# AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

NO. 782857

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY OF LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, pursuant to the following Resolution, adopted by the directors of the said Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

does hereby constitute and appoint Fred B. Hunten
Monroe, Michigan

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. Provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed Five Hundred Thousand and No/100 ($500,000.00) Dollars,

and the execution of such intrument(s) in pursuance of these presents, shall be as binding upon the said AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this first day of January, 19 79

Attest O. H. Marmon Secretary

R. E. Moulton
R. E. Moulton, President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this first day of January, 19 79, before me a notary public, duly commissioned, came personally known, who executed the preceding instrument, and being by me duly sworn, said that he is the therein described and authorized officer of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation.

NANCY LOU SMITH NOTARY PUBLIC EATON COUNTY, MICHIGAN

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at Lansing, the day and year first above written.

My commission expires March 8, 19 83

Nancy Lou Smith
Nancy Lou Smith Notary Public

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STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, O. H. Marmon, Secretary of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said Auto-Owners Insurance Company at Lansing, Michigan, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

AUTO-OWNERS INSURANCE COMPANY LANSING, MICHIGAN

In WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Company at Lansing, Michigan, this 16th day of DEC., 19 80.

O. H. Marmon

Admn. Appr. _____

DIGEST SHEET

S-80-12-35

TITLE OF ORDINANCE Spy Run Area Sanitary Improvement Sewage Works Grant No. C-180599-07; Sewer Resolution No. 329-80

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE A contract with Scheidleman Excavating, Inc. to construct 8 & 10 inch sanitary sewers in the Leesburg Rd. area which will connect to sewer resolution 328-80 Phase I all in accordance with plans and specifications of the W.P.C. Utility.

EFFECT OF PASSAGE Improvement to the water quality in the Spy Run area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of State and Federal Funds to improve Fort Wayne environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost $330,295.45 which will be paid by USEPA (75%), State (10%) and City Utilities (15%).

ASSIGNED TO COMMITTEE (PRESIDENT) City Utilities